ГП ГРАДИТЕЉ ДОО
Нови Сад, Руменачки пут бр.2
Број 130
Датум 06-06. 2022. год.

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA
Br/No. JV-NS-CON-HT-2022-005
Datum/Date 06.06.2022

UGOVOR O IZVOĐENJU RADOVA NA IZGRADNJI GASOVODA PRODUŽETCI, IZMEŠTANJE I UKIDANJE DELOVA DISTRIBUTIVNE GASNE MREŽE U SUBOTICI	**AGREEMENT ON CONSTRUCTION OF GAS PIPELINE EXTENSIONS, RELOCATION AND TERMINATION OF PARTS OF THE DISTRIBUTION GAS NETWORK IN SUBOTICA**
Zaključen između ugovornih strana:	Signed by and between the contracting parties:
1. **CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD-NOVI BEOGRAD,** sa sedištem u Beogradu, ul. Omladinskih brigada br. 21, matični broj: 29507228, PIB: 110034583, koje zastupa gospodin Xin Zhou (u daljem tekstu: Izvođač), i	1. **CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD-NOVI BEOGRAD**, with the registered seat in Belgrade, Omladinskih brigada Street no. 21, identification no: 29507228, TIN: 110034583, legally represented by Mr Xin Zhou (hereinafter referred to as: the Contractor) and
i	and
2. Građevinsko preduzeće **"Graditelj NS" d.o.o.** sa sedištem u Novom Sadu, ul. Rumenački put br. 2, matični broj: 08582165, PIB: 100398338, koje zastupa gospodin Ljupko Kalaba (u daljem tekstu: Podizvođač),	2. Construction Company "**Graditelj NS" d.o.o.** with the registreted seat in Novi Sad, Rumenački put street No. 2, identification no: 08582165, TIN: 100398338, legally represented by Mr Ljupko Kalaba (hereinafter referred to as the: Subcontractor),
U Novom Sadu dana 06.06.2022. godine	In Novi Sad 06.06.2022.
PREAMBULA	**PREAMBLE**
(A) Dana 07.07.2018 godine potpisan je Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, za deonicu Novi Sad – Subotica – državna granica (Kelebija), između Vlade Republike Srbije kao Finansijera, Infrastruktura Železnica Srbije kao Investitora i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd. Kao Izvođača;	(A) The Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, for section Novi Sad – Subotica – State Border (Kelebia), was entered by the Government of the Republic of Serbia as the Financier, Infrastructure of Serbian Railways JSC as the Investor and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, as the Contractor (hereinafter referred to as "Commercial contract") on July 7th 2018;
(B) u skladu sa Komercijalnim Ugovorom, izvođač ima pravo da deo Radova ustupi podizvođačima.	(B) in accordance with the Commercial contract, the Contractor is entitled to subcontract part of the construction works.

(C) Finansijer je izdao odgovarajuću instrukciju za izvođenje ovih radova br. 401-00-01241/2021-04-46 od 16.05.2022. godine.	(C) The Financier has issued an appropriate instruction for the performance of these works no. 401-00-01241/2021-04-46 dated 16.05.2022.
PREDMET UGOVORA I OSNOVNE OBAVEZE PODIZVOĐAČA	**SUBJECT OF THE AGREEMENT AND BASIC OBLIGATIONS OF THE SUBCONTRACTOR**
Član 1.	Article 1
1.1. Podizvođač se obavezuje da za potrebe Izvođača izvede radove na *izgradnji gasovoda: produžeci, izmeštanje i ukidanje delova distributivne gasne mreže u Subotici*, a sve u skladu sa Tehničkom dokumentacijom *(PGD br. E-20/22–PGD-M i E-20/22–PGD–G)* i Ponudom br. *01/64-5 od 02.06.2022.* godine (u daljem tekstu: Tehnička dokumentacija i Ponuda) koji su sastavni deo ovog ugovora (Prilog 1 i Prilog 2).	1.1. The Subcontractor undertakes to carry out the works for the Contractor on the *construction of gas pipeline: extensions, relocation and termination of parts of the distribution gas network in Subotica*, everything in accordance with the Technical documentation *(PGD br. E-20/22–PGD-M i E-20/22–PGD–G)* and the Bid No. *01/64-5 od 02.06.2022* (hereinafter referred to as the: Technical documentation and the Bid) which are the integral part of this Agreement (Attachment 1 and Attachment 2).
1.2. Potpisivanjem ovog Ugovora, Podizvođač i Izvođač potvrđuju da su detaljno upoznati sa svim uslovima i obavezama koje su u vezi sa izvršenjem predmeta Ugovora.	1.2. By signing this Agreement, the Subcontractor and the Contractor confirm that they have been thoroughly introduced with all conditions and obligations in connection with the execution of the subject of the Agreement.
1.3. Podizvođač se obavezuje da predmet Ugovora u potpunosti ispuni, do ukupno ugovorenog roka i u rokovima koji su utvrđeni za svaku od obaveza Podizvođača – u obostrano potpisanom Dinamičkom planu realizacije Ugovora, koji je Prilog br. 3 i sastavni deo ovog Ugovora (u daljem tekstu: Dinamički plan), u skladu sa svim odredbama Ugovora, važećim propisima, kodeksom struke, uputstvima predstavnika Stručni Nadzor, tehničkom dokumentacijom i Ponudom, Zakonom o planiranju i izgradnji i pratećih podzakonskih akata, drugih važećih zakona i podzakonskih akata koji regulišu predmet Ugovora, tehničkih propisa, važećih normi i standarda.	1.3. The Subcontractor undertakes to implement fully the subject of the Agreement, up to the total agreed deadline and within the deadlines stipulated for each of the Subcontractor's obligations - in the mutually signed Time Schedule for the implementation of the Agreement which is Attachment 3 and integral part of this Agreement (hereinafter referred to as: Time Schedule), in accordance with all provisions of the Agreement, regulations in force, codes of profession, the instructions of the Professional Supervisor, Technical documentation and the Bid, the Law on Planning and Construction and accompanying by-laws, other applicable laws and by-laws that regulate the subject of the Agreement, technical regulations, applicable norms and standards.

1.4. Smatra se da je predmet Ugovora u potpunosti ispunjen kada je kumulativno ispunjeno sledeće:	1.4. The subject of the Agreement shall be considered to have been fully implemented when the following is implemented cumulatively:
- izvedeni svi radovi iz člana 1. Ugovora; - obostrano potpisan Zapisnik o primopredaji radova izvedenih na objektu; - obostrano potpisan konačni obračun za izvedene radove; - izdata Potvrda o završetku radova.	- all works referred to in Article 1 of this Agreement have been performed; - Handover Protocol have been signed by both parties; - final account for the performed works has been signed by both parties; - the Certificate of completion has been issued.
1.5. Termin "Ugovor" ili "ovaj Ugovor" obuhvata odredbe Ugovora, kao i sadržinu svih priloga i sastavnih delova Ugovora, tako da svako pozivanje na Ugovor ima značenje istovremenog pozivanja i na njegove priloge i sastavne delove, osim ako je u Ugovoru izričito utvrđeno drugačije.	1.5. The term "Agreement" or "this Agreement" includes the provisions of the Agreement, as well as the content of all attachments and component parts of the Agreement, so that any reference to the Agreement has the meaning of concurrent reference to its attachments and component parts, unless the Agreement expressly specifies otherwise.
1.6. Podizvođač se obavezuje, pod pretnjom raskida Ugovora, da će radove, kao i sve druge obaveze iz ovog Ugovora, izvršiti u skladu sa zakonodavstvom Republike Srbije, odnosno zakonima i podzakonskim propisima, tehničkim normativima i standardima koji uređuju i u vezi su sa radovima koji su predmet ovog Ugovora.	1.6. The Subcontractor undertakes, under the threat of termination of the Agreement, to carry out the works and all other obligations under this Agreement in line with the legislation of the Republic of Serbia, i.e. the laws and by-laws, the technical norms and standards that regulate and are related to the works that are the subject of this Agreement.
POČETAK RADOVA, ROK ZA ZAVRŠETAK I DINAMIČKI PLAN	**COMMENCEMENT OF THE WORKS, TIME FOR COMPLETION AND TIME SCHEDULE**
Član 2.	Article 2
2.1. Rok za završetak radova počinje da teče na dan uvođenja Podizvođača u posao i iznosi 115 kalendarskih dana.	2.1. The time for completion of the works shall start on the day of the introduction of the Subcontractor into the work and that is 115 calendar days.
2.2. O uvođenju Podizvođača u posao sastavlja se poseban zapisnik i isto se konstatuje od strane Stručnog nadzora na prvoj strani građevinskog dnevnika.	2.2. On the introduction of the Subcontractor into the work, a special record will be drawn up, and the same will be stated by the Professional Supervision on the first page of the Construction Log.
2.3. Stručni Nadzor može da prihvati promenu Dinamičkog plana i/ili produženje	

roka za izvršenje neke od ugovorenih obaveza i eventualno posledično produženje ukupno ugovorenog roka, naročito u slučaju nastupanja vanrednih objektivnih okolnosti, koje Podizvođač – čak i uz povećanu pažnju stručnjaka i dobrog privrednika – nije mogao da predvidi, izbegne, niti spreči, a usled kojih je Podizvođač objektivno onemogućen da u ugovorenom roku izvrši ugovorene obaveze utvrđene ovim Ugovorom; Promenu Dinamičkog plana i/ili produženje roka za ispunjenje neke od ugovornih obaveza mora pismeno odobriti Stručni Nadzor.	2.3. The Professional Supervisor may accept the change of the Time Schedule and/or extension of the term for completion of some of the contractual obligations and possibly consequential extension of the agreed time, particularly in the occurrence of extraordinary objective circumstances which the Subcontractor – even with the increased care of a professional and a good businessman – could not foresee, avoid or prevent, and as a result of which the Subcontractor is objectively unable to perform the contractual obligations within the stipulated term set forth in this Agreement. Change of the Time Schedule and/or extension of the term for completion of some of the contractual obligations must be approved in writing by the Professional Supervisor;
2.4. Podizvođač je dužan da najkasnije u roku od 3 (tri) radna dana od dana saznanja za nastupanje nekog od razloga iz prethodnog stava, pisanim putem obavesti Stručni Nadzor o predlogu za promenu Dinamičkog plana i/ili produženje roka, uz navođenje razloga i dostavljanje detaljnog obrazloženja za predlaganje takve promene.	2.4. The Subcontractor shall be obliged, no later than within 3 (three) working days after it becomes aware of the occurrence of a circumstance under the previous paragraph, to notify the Professional Supervisor in writing about a proposal for the change of the Time Schedule and/or extension of the term, while giving the reasons and providing detailed explanation for the proposal of such change.
2.5. Stručni Nadzor je dužan da najkasnije u roku od 5 (pet) radnih dana od dana prijema obrazloženog predloga Podizvođača – donese i dostavi Podizvođaču odluku kojom će prihvatiti, revidirati, ili odbaciti taj predlog, sa obrazloženjem.	2.5. The Professional Supervisor shall be obliged, no later than within 5 (five) working days from the date of receipt of the explanation of the proposal by the Subcontractor – to make and deliver to the Subcontractor a decision accepting, reviewing or rejecting the proposal, with an explanation.
2.6. U slučajevima donete odluke o revidiranju ili prihvatanju promene Dinamičkog plana, ugovorne strane će zaključiti pisani aneks ovog Ugovora, potpisan od strane ovlašćenih zastupnika ugovornih strana.	2.6. In the event that the decision refers to reviewing or accepting the change of the Time Schedule, the contracting parties shall sign a written annex to this Agreement, through authorised representatives of the contracting parties.
CENA RADOVA Član 3.	**PRICE OF THE WORKS** Article 3
3.1 Ugovorne strane sporazumno utvrđuju da ukupna cena za izvođenje radova navedenih u članu 1. Ugovora iznosi:	

1.936.164,14 EUR bez PDV-a (slovima: million devetsto trideset šest hiljada sto šezdeset četiri i 14/100) 3.2 Ukupna cena radova iz stava 1. ovog člana ne obuhvata nepredviđene radove, i naknadne radove i oni mogu biti predmet posebnog ugovora, odnosno aneksa ovog Ugovora koji bi zaključile iste ugovorne strane, a za koje radove će Podizvođač dati novu ponudu. 3.3. Nepredviđeni radovi su oni radovi koji ugovorom nisu obuhvaćeni Ugovorom, a koji se moraju izvesti, za koje Podizvođač prilikom zaključivanja Ugovora nije znao niti je mogao znati da se moraju izvesti. 3.4 Ugovorne strane su saglasne da se pod pojmom naknadnih radova podrazumevaju radovi koji nisu ugovoreni i nisu nužni za ispunjenje Ugovora, a Stručni Nadzor zahteva da se izvedu. **NAČIN I ROKOVI PLAĆANJA** Član 4. 4.1 Uslov za plaćanje od strane Izvođača ka Podizvođaču je da je Izvođač primio novčana sredstva od Finansijera (Ministarstvo Građevinarstva, Saobraćaja i Infrastrukture) za finansiranje ovih radova. 4.2 Plaćanje se vrši prema sledećoj dinamici: - 60% avansno u roku od 10 (deset) kalendarskih dana od dana primanje menice navedene u članu 4.3 koju je dostavio Podizvođač.	3.1. The Contracting Parties agree by mutual agreement that the total price for the execution of works referred to in Article 1 of the Agreement is: **1.936.164,14 EUR (VAT excluded)** (in words: one million nine hundred thirty-six thousand one hundred sixty-four and 14/100) 3.2. The total price of works referred to in paragraph 1 of this Article does not include unpredictable works, and subsequent works and they may be the subject of a separate agreement or annex to this Agreement that would be concluded by the same Contracting Parties and for which works the Subcontractor will make a new bid. 3.3. Unpredictable works are those works that are not covered by the Agreement, and which must be performed, for which the Subcontractor at the time of concluding the Agreement did not know or could not have known that they must be performed. 3.4. The Contracting Parties agree that under the notion of subsequent works shall mean works that are not contracted and not necessary for the fulfillment of the Agreement, and the Professional Supervisor requests that they be carried out. **METHOD AND TERMS OF PAYMENT** Article 4 4.1. Condition for payment by the Contractor to the Subcontractor is that the Contractor has received funds from the Financier (Ministry of Construction, Transport and Infrastructure) to finance these works. 4.2. The payment shall be made in accordance with the following schedule:

- ostatak ugovorene cene u roku od 30 (trideset) kalendarskih dana od dana ispostavljanja privremenih i okončane situacije koja se ispostavlja do 5-og u mesecu. - Avansni odbitak u privremenim situacijama biće 60%. - Valuta plaćanja će biti u dinarima, po srednjem kursu Narodne banke Srbije na dan uplate. 4.3 Podizvođač se obavezuje da u roku od 10 (deset) radnih dana od dana zaključenja ovog Ugovora, a u svakom slučaju pre uplate avansa, na ime obezbeđenje potraživanja – povraćaj avansa, preda Izvođaču 1 (jednu) potpisanu i overenu, blanko sopstvenu menicu za povraćaj avansa koja je neopoziva, bez prava protesta i naplativa na prvi poziv. 4.4 Menica za obezbeđenje potraživanja - povraćaj avansa ima rok važenja 30 (trideset) radnih dana duži od isteka roka za potpuno ispunjenje obaveza Podizvođača po ovom Ugovoru. 4.5 Izvođač je obavezan da nerealizovanu menicu za obezbeđenje potraživanja - povraćaj avansa vrati Podizvođaču po prestanku njene važnosti. 4.6 Podizvođač je dužan da radove, koji su osnov za ispostavljanje privremenih situacija, vrši u svemu u skladu sa dinamičkim planom. 4.7 Podizvođač je dužan da izda fakture Naručiocu u skladu sa važećim Zakonom o porezu na dodatu vrednost Republike Srbije. Fakture moraju da sadrže sve obavezne elemente računa predviđene Zakonom o PDV-u.	- 60% as the Advance payment within a period of 10 (ten) calendar days from the date of receiving the bill of exchange mentioned in Article 4.3 submitted by the Subcontractor . - the remaining price within 30 (thirty) calendar days from the date of the issuance of the interim payment certificates or the final payment certificate which turns out to be the 5th of the month. - Advance payment deduction in each interim payment certificate shall be 60%. - Payment currency will be in Dinars, at the middle exchange rate of National Bank of Serbia on the day of payment. 4.3. The Subcontractor undertakes to submit to the Contractor 1 (one) signed and certified, blank bill of exchange on the account of the security for claims – return of the advance, within a period of 10 (ten) working days following the date of signing of this Agreement, which shall be irrevocable, without the right to protest and payable at the first call. 4.4. Bill of exchange on the account of the security for claims – return of the advance, has a validity period of 30 (thirty) working days longer than the expiration of the deadline for full fulfillment of the Subcontractor's obligations under this Agreement. 4.5. The Contractor is obliged to return the unrealized bill of exchange for on the account of the security for claims – return of the advance to the Subcontractor upon the termination of its validity. 4.6. Subcontractor is obliged to perform works that represent basis for issuance of interim payment certificate, in all in accordance with Time Schedule. 4.7. The Subcontractor shall be obliged to issue the invoices to the Contractor in line with the applicable Value Added Tax Law of the

OSTALE OBAVEZE PODIZVOĐAČA I OBAVEZE ODGOVORNOG POIZVOĐAČA RADOVA	Republic of Serbia. The invoices must contain all mandatory elements of the invoice stipulated by the VAT Law.
Član 5.	**OTHER OBLIGATIONS OF THE SUBCONTRACTOR AND OBLIGATIONS OD THE RESPONSIBLE CONTRACTOR**
5.1 Podizvođač pored obaveza utvrđenih drugim članovima Ugovora, dužan je i obavezuje se i:	Article 5
- da, pre početka izvođenja radova, obezbedi: obeležavanje građevinske parcele, regulacionih, nivelacionih i građevinskih linija, u skladu sa propisima kojima je uređeno izvođenje geodetskih radova i obeležavanje gradilišta odgovarajućom tablom, koja sadrži: podatke o objektu koji se gradi, Investitoru, Izvođaču, odgovornom projektantu, broj građevinske dozvole, Podizvođaču radova, početku građenja i roku završetka izgradnje;	5.1. In addition to obligations stipulated by other articles of this Agreement, the Subcontractor shall be obliged and undertakes: - before the beginning of the execution of the works, to provide: marking of the building lot, regulation, level-ling and construction lines, in accordance with regulations governing execution of surveying works, and marking the site with a corresponding board, which shall contain: information on the facility to be constructed, the Investor, the Contractor, the designing engineer, the number of the construction permits, the Subcontractor, the beginning of the construction and deadline for completion of the construction;
- da pre dana otpočinjanja izvođenja radova na objektu, rešenjem odredi odgovornog izvođača inženjera radova – koji ispunjava Zakonom predviđene uslove za obavljanje te dužnosti;	- before the day before the beginning of the works on the facility, to appoint with a decision the responsible contractor engineer – who meets the legally stipulated requirements for the performance of that duty;
- da, za uredno i blagovremeno izvršenje ugovorenih obaveza, obezbedi i angažuje dovoljan broj radnika prema strukturi koja obezbeđuje uspešno izvođenje radova i da na gradilište dopremi potrebnu i kvalitetnu mehanizaciju, opremu i materijale – potrebne za završetak radova;	- with a purpose of proper and timely execution of the contractual obligations, to provide and engage a sufficient number of workers by the structure that enables successful execution of the works and to deliver to the site the necessary and quality machinery, equipment and materials required for the completion of the works;
- da, po završenim radovima uredi i očisti okolinu gradilišta, odnosno da izvrši sve radnje potrebne za uređenje gradilišta;	- after completed works, to bring the surrounding of the site in order and to clean it – i.e. to carry out all works necessary for putting the site in order;
- da radove izvrši stručno, kvalitetno i da ih preda Stručnom Nadzoru u ugovorenom roku;	
- da na gradilištu preduzme sve potrebne preventivne mere u skladu sa odredbama	

Zakona o bezbednosti i zdravlju na radu, kao i sve mere potrebne za zaštitu životne sredine, odnosno da za sve vreme izvođenja radova obezbedi preventivne mere za bezbedan i zdrav rad - preduzme mere zaštite, radi obezbeđenja sigurnosti susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, okoline i imovine i neposredno je odgovoran i dužan da nadoknadi svaku i sve štete koje izvršenjem predmeta ovog Ugovora – njegovi radnici pričine Izvođaču , trećim licima i/ili njihovoj imovini, susednim objektima, s tim da troškove sprovođenja potrebnih mera zaštite snosi Podizvođač;	- to execute the works professionally, qualitatively and to hand them over to the Professional Supervisor within the stipulated period;
- da svakodnevno tokom celokupnog perioda izgradnje ažurno vodi svu gradilišnu dokumentaciju;	- to undertake on the site all the required preventive measures in line with the provisions of the Law on Safety and Health at Work, as well as to undertake all required measures for protection of environment, i.e. to secure preventive measures for safe and healthy work during the entire execution of the works - to undertake protective measures, in order to provide safety of the adjacent buildings, works, equipment, devices, installations, workers, traffic, environment and property, and it is directly responsible and obliged to compensate for any and every damage which its workers incur to the Contractor, to third parties and/or their property, adjacent buildings, by implementing the subject of this Agreement, whereby the costs for implementing the required protective measures shall be borne by the Subcontractor;
- da održava čisto i uredno gradilište, tako što će da obezbedi prikupljanje svog otpada na gradilišnoj deponiji i njegovo odvoženje, o svom trošku;	- to keep and update on a daily basis all site documentation during the entire period of construction;
- da sva pitanja i probleme koji se pojave u toku izvođenja radova rešava u svemu prema odredbama važećih propisa;	- to keep the site tidy and in order, by providing collecting of all the waste to the site landfill and its driving off, at its own expense;
- da u izvršenju svih svojih obaveza iz ovog ugovora, postupa sa povećanom pažnjom dobrog stručnjaka.	- resolve any issues and problems occurring during the execution of the works fully in line with the provisions of applicable regulations;
- -ukoliko je za završetak ovog predmeta potrebno rušenje izvedenih radova Izvođača, delovi koje je Podizvođač porušio biće popravljeni prema zahtevima Izvođača. Ukoliko Podizvođač ne popravi gore navedene porušene delove, Izvođač može da organizuje popravku treće strane, a troškove snosi Podizvođač.	- act with increased care of a good professional in the execution of all its obligations under this Agreement.
5.2. Odgovorni izvođački inženjer je posebno dužan da:	- if it is necessary to demolish the completed works of the Contractor in order to complete this subject, the parts demolished by the Subcontractor shall be repaired according to Contractor's requirements. If the Subcontractor does not repair the above demolished parts, the Contractor can organize a
- organizuje gradilište i izvođenje radova u potpunosti u skladu sa Zakonom o planiranju i	

izgradnji i važećim propisima, na način kojim će za vreme trajanja građenja obezbediti: pristup lokaciji, nesmetano odvijanje saobraćaja i zaštitu okoline;	third party to repair it, and the Subcontractor shall bear the cost. 5.2. The responsible contractor engineer shall be specifically required to:
- svakodnevno vodi građevinski dnevnik, građevinsku knjigu i na propisan način u građevinski dnevnik upisuje radove koji se izvode, potpisuje i overava pečatom svaki list građevinskog dnevnika;	- organize the site and execution of the works completely in line with the Law on Planning and Construction and the applicable regulations, in the manner by which during the construction, the following shall be provided: access to the site, unhampered flow of the traffic and environmental protection;
- količinu izvedenih radova – dokumentuje listovima građevinske knjige;	- keep the construction log, measurement book and in the prescribed manner, enter the works carried out into the construction log, sign and certify with the seal every page of the construction log;
- sprovodi sve mere u cilju zaštite od požara, zaštite na radu i zaštite životne sredine i obustavi izvođenje radova ako se utvrdi da nisu ispoštovane zaštitne i bezbedonosne mere ili ako proceni da postoji opasnost od eventualnog akcidenta na gradilištu bilo koje vrste u cilju zaštite ljudstva, mehanizacije, objekata, životne sredine i dr.;	- document the quantity of executed works with the pages of the measurement book; - implement all measures for the fire protection, protection at work and environmental protection and suspend works if it is determined that the protection and safety measures have not been complied with, or if it is estimated that there is a risk of a possible accident of any kind at the site in order to protect people, machinery, facilities, environment, etc.;
- radove izvodi u skladu sa usvojenim Dinamičkim planom;	- execute the works in line with the adopted Time Schedule;
- sarađuje sa Stručnim Nadzorom, i ovlašćenim licima, radi obezbeđenja pravilne realizacije projekta;	- cooperate with the Professional Supervisor, and authorised persons of the Contractor, with a purpose of ensuring proper implementation of the project;
- sarađuje sa projektantom radi obezbeđenja pravilne realizacije projekta - sarađuje sa stručnim nadzorom i projektantom tokom izrade projekta izvedenog stanja.	- cooperate with the designing engineer in order to ensure correct implementation of the project – cooperate with the Professional Supervisor and the designing engineer during the developing the as-built design;
- da podnese zahtev za izmenu građevinske dozvole/rešenja kojim je dozvoljeno izvođenje radova ako u toku izvođenja radova dođe do promena u vezi sa izdatom građevinskom dozvolom/rešenjem kojim se dozvoljava izvođenje radova i tehničkom dokumentacijom.	- to submit a request for change of the building permit/decision by which the

STRUČNI NADZOR Član 6. 6.1 Vlada Republike Srbije, ili Infrastruktura Železnica Srbije a.d. definiše Stručni Nadzor prema Komercijalnom ugovoru – koji je lice/lica koje će vršiti stručni nadzor nad radovima Podizvođača u cilju provere i obezbeđivanja njegovog pravilnog izvođenja, posebno u pogledu vrste i kvaliteta radova, materijala i opreme, ugovorenih rokova i vremenskog plana, i vrši stručni nadzor u toku izvođenja radova, a o čemu je dužan da pismeno obavesti Podizvođača. 6.2 Stručni nadzor će imati ovlašćenje da između ostalog učini ili izvrši bilo koji od sledećih postupaka, i to: – da zahteva ponovno izvršenje neispravno izvršenih radova; – da kontroliše uslove i primenu mera zaštite na radu i da zaustavi radove ukoliko Podizvođač nije obezbedio ove uslove u skladu sa važećim zakonom; – da pregleda i odobri radove i sve stavke za koje je potrebno odobrenje Izvođača u skladu sa odredbama ovog Ugovora. – da izvrši prijem radova na Primopredajnom protokolu i izda Potvrdu o izvršenju radova. 6.3 Podizvođač će izvoditi i završiti Radove u skladu sa odredbama ovog Ugovora, između ostalog i u skladu sa uputstvima i na zadovoljstvo Stručnog Nadzora koji može s vremena na vreme izdati uputstva u smislu odredbi ovog Ugovora, koji će, između ostalog, uključiti dalje crteže, detalje i/ili pismena i/ili usmena uputstva i pismena i/ili usmena objašnjenja, u vezi sa bilo kojim pitanjem koje se odnosi na pravilno, efikasno i blagovremeno izvođenje Radova. Usmene instrukcije, uputstva	execution of the works is allowed if during the execution of the work changes occur related to the issued building permit/decision allowing the execution of the work and the technical documentation. **THE PROFESSIONAL SUPERVISION** Article 6 6.1. The Government of the Republic of Serbia or Infrastructure of Serbian Railways JSC shall define the Professional Supervisor according to Commercial Contract– who is the person/persons that will carry out the Professional Supervisor over the works of the Subcontractor in order to check and provide its proper execution, especially in terms of the type and quality of works, material and equipment, agreed deadlines and the Time Schedule, and carry out the professional supervision during the execution of the works, and he is obliged to inform the Subcontractor in writing about that. 6.2. The Professional Supervisor shall be authorized and empowered to do and execute inter alia, all or any of the following, namely: – to demand the re execution of defective works; – to monitor conditions and implementation of the measures for protection of health at work and to suspend the works in case that the Subcontractor fails to ensure these conditions in accordance with the Governing Law; – to examine and approve the works and all items which require the approval of the Contractor pursuant to the provisions of this Agreement. – to make acceptance of the works on the Handover Protocol and issue the Certificate of Completion for the Works. 6.3. The Subcontractor shall carry out and complete the Works in accordance with the provisions of this Agreement, among other also in accordance with the instructions and to the satisfaction of the Professional Supervisor who

i objašnjenja koja daje Stručni Nadzor moraju biti potvrđena pismeno.	may from time to time issue the instructions in terms of the provisions of this Agreement, which shall include, inter alia, further drawings, details and/or written and/or oral instructions and written and/or oral explanations, with regard to any matter pertaining to the proper, efficient and timely execution of the Works. Oral instructions, directions and explanations given by the Professional Supervisor must be confirmed in writing.
6.4. Podizvođač je dužan da odmah postupi u skladu sa izdatim nalogom/instrukcijom Stručnog nadzora. Ukoliko u roku od 3 dana nakon prijema pisanog upozorenja Stručnog nadzora u kome se zahteva postupanje prema izdatom nalogu, Podizvođač ne postupi na odgovarajući način, Stručni nadzor može angažovati i platiti trećem licu da izvrši nalog i naplatiti troškove od Podizvođača.	6.4. The Subcontractor is obliged to immediately execute order/instruction of the Professional Supervisor. If within 3 days after receipt of the written warning of the Professional Supervisor demanding execution of the order, the Subcontractor does not act accordingly, the Professional Supervisor may engage and pay a third party to execute the order and charge the costs to the Subcontractor.
6.5 Stručni nadzor mora da ispunjava uslove propisane Zakonom o planiranju i izgradnji za odgovornog projektanta ili za odgovornog Podizvođača radova.	6.5. The Professional Supervisor must meet the requirements of the Law on Planning and Construction for the responsible designing engineer or the responsible subcontractor engineer
6.6 Stručni nadzor postupa u skladu sa: Zakonom o planiranju i izgradnji, Pravilnikom o sadržini i načinu vršenja stručnog nadzora u toku izgradnje objekata, kao i drugim važećim propisima i standardima i obuhvata:	6.6. The Professional Supervisor shall act in line with The Law on Planning and Construction, the Rulebook on the content and the manner of execution of the professional supervision during the construction of the facility, as well as other applicable regulations and standards – and shall include:
- kontrolu da li se građenje vrši prema građevinskoj dozvoli, odnosno prema tehničkoj i drugoj dokumentaciji na osnovu koje se izvode predmetni radovi;	- control whether the construction is carried out according to the building permit, i.e. the technical and other documentation on the basis of which the work in question is carried out;
- kontrolu i proveru kvaliteta izvođenja ugovorenih vrsta radova i primenu propisa, standarda i tehničkih normativa, uključujući standarde pristupačnosti;	- control and check of the quality of performance of the contracted type of work and the application of regulations, standards and technical norms, including standards for accessibility;
- davanje uputstava Podizvođaču za izvođenje radova i otklanjanje nedostataka i celokupnu stručnu komunikaciju sa Podizvođačem, preko građevinskog dnevnika;	- give instructions to the Subcontractor for the execution of works and elimination of

- kontrolu usklađenosti građenja ugovorenih vrsta radova sa odobrenjem za izgradnju i projektom na osnovu koga se vrši građenje/izvođenje radova objekta i blagovremeno preduzimanje mera u slučaju odstupanja gradnje od projekta;	failures and for overall expert communication with the Subcontractor, through the Construction Log;
- blagovremeno uočavanje promena uslova izvođenja radova i preduzimanje potrebnih mera u slučaju da ti uslovi utiču na dalje izvođenje radova;	- control of the compliance of the construction of contracted types of works with the building permit and the design based on which the building/construction works on the facility shall be carried out and timely take measures in case of derogation of the construction from the design;
- proveravanje primene uslova i mera za zaštitu životne sredine i zaštitu susednih objekata, instalacija, uređaja, postrojenja i opreme;	- detect timely any changes in the conditions of the execution of the works and take necessary measures in the event that these conditions affect further execution of works;
- redovno praćenje dinamike izvođenja radova i usklađenosti sa ugovorenim rokovima;	- check the application of the requirements and measures for environmental protection and protection of adjacent buildings, installations, devices, plants and equipment;
- saradnja sa projektantom i inženjerom odgovornog izvođača u cilju davanja detalja tehnoloških i organizacionih rešenja za izvođenje radova, kao i rešavanja drugih pitanja nastalih u toku izvođenja radova;	- regularly monitoring of the schedule of the execution of works and compliance with the agreed terms;
- kontrolu i overu gradilišne dokumentacije i finansijske dokumentacije koju primi od Podizvođača;	- cooperation with the designing engineer and the responsible contractor engineer in order to provide details of technological and organizational solutions for the execution of works, and resolution of other issues occurring during the execution of works;
- konstatovanje završetka gradnje na poslednjoj strani građevinskog dnevnika;	- controls and verification of the site documentations and financial documentation obtained from the Subcontractor;
- rešavanje svih drugih pitanja koja se pojave u toku izvođenja radova i obavljanje svih drugih poslova koji proizilaze iz važećih propisa i spadaju u nadležnost i funkciju nadzora.	- stating the completion of the construction on the last page of the Construction Log;
- podnese izveštaj o početku izvođenja radova i da o tome pismeno obavesti podizvođača, u skladu sa Zakonom o planiranju i izgradnji, do isteka 8. (osmog) radnog dana pre planiranog uvođenja u posao.	- solving of all other issues that occur during the execution of works and performing all other works arising from applicable regulations and belonging to the competence and the function of the supervision;
	- submit report on the beginning of the execution of the works and to notify in writing

	the Subcontractor thereabout, in line with the Law on Planning and Construction, until the expiry of the 8th (eighth) working day before the planned introduction into the work.
OSIGURANjE Član 7. 7.1 Podizvođač je dužan da na gradilištu preduzme mere radi obezbeđenja sigurnosti susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, okoline i imovine i neposredno je odgovoran i dužan da nadoknadi svaku i sve štete koje izvršenjem predmeta Ugovora pričini Izvođaču, trećim licima i/ili imovini. Troškove sprovođenja potrebnih mera zaštite snosi Podizvođač.	**INSURANCE** Article 7 7.1. The Subcontractor shall undertake measures on the facility in order to provide safety of the adjacent buildings, works, equipment, devices, installations, workers, traffic, environment and property, and it is directly responsible and obliged to compensate for any and all damage which may be incurred to the Contractor, to third parties and/or their property by it or its Subcontractors in implementing the subject of this Agreement. The expenses for implementing the required measures for protection shall be borne by the Subcontractor.
7.2 Podizvođač je odgovoran za adekvatnost, stabilnost i bezbednost svih radnji na gradilištu, za sve metode izvođenja radova i za sve radove.	7.2. The Subcontractor shall be responsible for adequacy, stability and safety of all actions at the site, for all methods for the execution of works and for all works.
7.3 Podizvođač je dužan da: - radove, osigura o svom trošku, kod odgovarajućeg osiguravača koga prihvata Izvođač – i to protiv svih šteta (osnovnih i dopunskih rizika u skladu sa uslovima za osiguranje), do kojih može doći u periodu od dana uvođenja u posao, sve do dana primopredaje radova, - da vinkulira osiguranu sumu u korist Izvođača i - da primerak polise osiguranja dostavi Izvođaču.	7.3. The Subcontractor is obliged to: - insure the works at its own expense, with the adequate insurer accepted by the Contractor – against all damages (basic and additional risks in line with the insurance terms) which may occur from the day of introduction into work until the day of handover of the works, - vinculate the insured amount for the benefit of the Contractor and - deliver a copy of the insurance policy to the Contractor.
7.4 Sva lica koja obavljaju poslove na realizaciji radova u ime Podizvođača moraju biti osigurana, o trošku Podizvođača, za sve povrede na radu ili nesreće na poslu.	7.4. All persons performing jobs for the execution of the works on behalf of the Subcontractor must be insured, at the

OSTALE OBAVEZE, ODGOVORNOSTI IZVOĐAČA I SREDSTVO OBEZBEĐENJA PLAĆANJA Član 8. 8.1 Izvođač pored obaveza utvrđenih drugim članovima Ugovora, dužan je i obavezuje se: - Plaćati podizvođaču na vreme u skladu sa odredbama ovog Ugovora. **MENICA ZA DOBRO IZVRŠENJE POSLA** Član 9. 9.1 Izvođač se obavezuje da u roku od 10 (deset) radnih dana od dana zaključenja ovog Ugovora, na ime garancije za dobro izvršenje posla po ovom Ugovoru, preda Izvođaču 1 (jednu) blanko, potpisanu i overenu, sopstvenu menicu za koja je neopoziva, bez prava protesta i naplativa na prvi poziv, a koja glasi na 10% od ukupne cene iz člana 3. Ugovora. 9.2 Izvođač će aktivirati menicu za dobro izvršenje posla u slučaju neizvršenja obaveza i/ili neblagovremenog izvršenja i/ili delimičnog neizvršenja i/ili nekvalitetnog izvršenja i/ili u slučaju odgovornosti Podizvođača za neizvršenje i/ili neblagovremeno izvršenje. 9.3 Menica za dobro izvršenje posla ima rok važenja 30 (trideset) radnih dana duži od isteka roka za završetak radova saglasno dinamici i rokovima iz Dinamičkog plana.	Subcontractor's expense, against any injuries at work or accidents at work. **OTHER OBLIGATIONS, RESPONSIBILITIES OF THE CONTRACTOR AND SECURITY OF PAYMENT ACT** Article 8 8.1. In addition to obligations stipulated by other Articles of this Agreement, the Contractor shall be obliged and undertakes to: - Pay the subcontractor in time according to the provisions of this Agreement. **PERFORMANCE BOND** Article 9 9.1. The Subcontractor undertakes, under the threat of termination of the Agreement, to submit to the Contractor, within a period of 10 (ten) working days following the date of signing of this Agreement, on the account of good execution of the works under this Agreement, a 1 (one) signed and certified, blank bill of exchange, which reads at 10% of total price referred to in Article 3, which is irrevocable, without the right to protest and payable at the first call. 9.2. The Contractor shall activate the performance bond in case on failure in the execution of the obligations and/or untimely execution and/or partial failure in executing and/or low quality execution and/or in case of the responsibility of the Subcontractor for the failure to execute and/or untimely execution. 9.3. Performance bond has the validity term of 30 (thirty) working days exceeding the expiry of the term for completion of works, in line with the pace and deadlines in the Time Schedule. 9.4. The Contractor is obliged to return the unrealized performance bond to the

9.4 Izvođač je obavezan da nerealizovanu menicu za dobro izvršenje posla vrati Izvođaču po prestanku njene važnosti.	Subcontractor upon the termination of its validity.
UGOVORNA KAZNA	**LIQUIDATED DAMAGE**
Član 10.	Article 10
10.1 Ako Podizvođač ne izvršava radove u skladu sa Dinamičkim planom, dužan je da Izvođaču plati – na ime ugovorne kazne – penale u visini od 0,2 % od ukupne cene iz člana 3. Ugovora sa obračunatim PDV-om – i to za svaki dan prekoračenja ugovorenog roka s tim što visina ugovorne kazne ne može preći 5% od ukupne cene iz člana 3. Ugovora.	10.1. If the Subcontractor fails to execute the works in line with the Time Schedule, it shall pay to the Contractor – on the ground of Liquidated Damage – penalties amounting to 0,2 % of the total price from Article 3, with calculated VAT – for each day of exceeding the agreed term, provided that the amount of the liquidated damage cannot exceed 5% of the total price referred to in Article 3.
10.2 Obaveza Podizvođača za plaćanje ugovorne kazne dospeva padanjem Podizvođača u docnju, bez obaveze Izvođača da ga o tome upozori. Podizvođač je dužan da iznos ugovorne kazne plati Izvođaču u roku od 15 (petnaest) kalendarskih dana od dana prijema dokumenta za plaćanje.	10.2. The obligation of the Subcontractor for payment of the liquidated damage shall become due by the delay of the Subcontractor, without the obligation of the Contractor to warn it. The Subcontractor is required to pay the amount of the liquidated damage to the Contractor within 15 (fifteen) calendar days from the receipt of a document for payment.
10.3 Naplata ugovorne kazne ne oslobađa Podizvođača obaveze da u celosti izvrši predmet ovog Ugovora.	10.3. Collection of the liquidated damage does not release the Subcontractor from the obligation to implement the subject of this Agreement in full.
10.4 U slučaju da usled propusta Podizvođača izvođač pretrpi štetu koja premašuje iznos Ugovorne kazne, izvođač ima pravo na naknadu nastale štete koja premašuje iznos Ugovorne kazne, u iznosu koji predstavlja razliku između nastale štete i iznosa Ugovorne kazne.	10.4. In case that due to the Subcontractor's default the Contractor shall suffer the damages in excess to the amount of the Contractual Penalty, the Contractor are entitled to the compensation of damages exceeding the amount of Contractual Penalty for the difference between damages and the amount of Contractual Penalty.
PRIMOPREDAJA RADOVA I POTVRDA O ZAVRŠETKU	**HANDOVER OF WORKS AND CERTIFICATE ON COMPLETION**
Član 11.	Article 11
11.1 Podizvođač će Izvođaču dostaviti pisano obaveštenje Stručnom nadzoru da su radovi spremni za primopredaju najkasnije 3 (tri) radna dana pre datuma završetka. Primopredaja	11.1. The Subcontractor shall deliver to the Professional Supervisor written notification that the works are ready for handover, at least 3 (three) days prior to the completion date. The

se ima izvršiti najkasnije do isteka ugovorenog vremena za završetak o čemu će Ugovorne strane na dan primopredaje sačiniti zapisnik o primopredaji („Zapisnik o primopredaji").	handover is to be done at the latest until expiration of the time for completion which shall be acknowledged by the Parties on the handover day by signing the transfer and acceptance act ("Handover Protocol").
11.2 U toku postupka primopredaje Stručni Nadzor i Podizvođač potpisuju Primopredajni protokol koji sadrži rezultate vizuelnog pregleda Radova, izjavu o nedostatku nedostataka ili listu manjih nedostataka koje Podizvođač treba da otkloni u o svom trošku u razumnom roku, koji će biti dogovoren, ali ne duži od 5 (pet) radnih dana od potpisivanja Primopredajnog protokola. Postojanje manjih nedostataka ne sprečava primopredaju, ali je Podizvođač dužan da ih otkloni u navedenom roku. U slučaju da uočeni manji nedostaci ne budu otklonjeni u roku od 5 (pet) radnih dana od dana potpisivanja Primopredajnog protokola, Stručni Nadzor ima pravo da izvede potrebne radove o trošku Podizvođača i da nadoknadi iz Ugovorne cene i/ili od menice za izvršenje svih troškova koje su imali u vezi sa otklanjanjem nerešenih manjih nedostataka.	11.2. During the handover procedure the Professional Supervisor and Subcontractor shall sign the Handover Protocol, which contains the results of the visual examination of the Works, a statement on lack of defects or a list of minor defects which are to be removed by the Subcontractor at his own expense within a reasonable time, which shall be agreed but shall not exceed 5 (five) working days as of signing of the Handover Protocol. Existence of the minor defects shall not prevent the handover, but the Subcontractor is obliged to remedy them in aforementioned deadline. In case that the noticed minor defects are not remedied within 5 (five) working days as of signing the Handover Protocol the Professional Supervisor is entitled to conduct the necessary works at the cost of the Subcontractor and to compensate from the Contract Price and/or from the Performance Bond all the costs they had in relation to remedying outstanding minor defects.
11.3 Posebno se razjašnjava da u slučaju da se prilikom primopredaje uoče veći nedostaci i odstupanja u odnosu na Tehničku dokumentaciju, smatraće se da se nisu stekli uslovi da se izvrši primopredaja odnosno da Podizvođač kasni sa primopredajom.	11.3. It is hereby clarified that in case that at the handover there shall be the major defects and discrepancies compared to the Technical Documentation it shall be deemed that the conditions are not met for the handover i.e. that the Subcontractor is in delay with handover of the Works.
11.4 Stručni nadzor će izdati Potvrdu o završetku Radova samo ukoliko su ispunjeni svi sledeći uslovi: – izvršena je primopredaja radova i potpisan je Zapisnik o promopredaji; – Izvođač je otklonio sve manje nedostatke koji su konstatovani u Zapisniku o primopredaji i – nakon što su svi radovi predati Izvođaču u skladu sa Ugovorom o izvođenju radova.	11.4. The Professional Supervisor shall issue the Certificate of Completion for the Works only if all of the following preconditions are met: – the works are handed over and the Handover Protocol is signed; – the Subcontractor has remedied any minor defects that are listed in the Handover Protocol and – after all works have been handed over to the Professional Supervisor in accordance with the Construction Agreement.
	11.5. The Handover Protocol must contain:

11.5 Zapisnik o primopredaji radova obavezno sadrži: - dokaz o kvalitetu izvršenih radova po Ugovoru, propisima i pravilima struke;	- evidence of the quality of the executed works under the Agreement, regulations and code of practice;
- konstataciju da li izvedeni radovi odgovaraju ugovorenom kvalitetu odnosno koje radove treba Podizvođač da doradi, ponovo izvede ili popravi o svom trošku i u kom roku;	- statement of whether the executed works correspond to the agreed quality, i.e. which works should be finished, executed again or repaired by the Subcontractor at its expense and within what time term;
GARANTNI ROKOVI Član 12.	**WARRANTY TERMS** Article 12
12.1 Podizvođač garantuje Izvođaču za kvalitet izvedenih Radova u periodu od 2 (dve) godina od dana izdavanja Potvrde o završetku.	12.1. The Subcontractor guarantees to the Contractor quality of the executed Works in guarantee period of 2 (two) years as of the date of issuance of the Certificate on Completion.
12.2 Podizvođač je dužan da, o svom trošku, otkloni sve nedostatke na izvedenim radovima, koji se pokažu u toku garantnog roka iz stava 1. – i to u roku za otklanjanje nedostataka, koji pisanim putem odredi Izvođač , a koji ne može biti kraći od roka koji je uobičajen, primeren i moguć za otklanjanje konkretnog nedostatka. Ukoliko Podizvođač ne postupi po zahtevu Izvođača, tada Izvođač ima pravo da na teret Podizvođača otkloni nedostatke, angažovanjem drugog Podizvođača.	12.2. The Subcontractor is obliged, at its own expense, to remove all the deficiencies on the executed works, which are manifested during the warranty period from paragraph 1 – within the period for removal of deficiencies specified in writing by the Contractor, which cannot be shorter that the period that is customary, appropriate and possible for the removal of the specific deficiency. If the Subcontractor fails to act in accordance with the Contractor's request, the Contractor shall be entitled, at the expense of the Subcontractor, or remove the deficiencies by engaging another Subcontractor.
12.3 Podizvođač je obavezan da, na ime garancije za otklanjanje nedostataka u garantnom roku i na ime obezbeđenja plaćanja za slučaj da Podizvođač – dužnik ne izvrši potpuno i savesno svoje ugovorene obaveze za vreme trajanja garantnih rokova, u trenutku primopredaje izvedenih radova preda Izvođaču 1 (jednu) potpisanu i overenu, blanko, sopstvenu menicu koja je neopoziva, bez prava protesta i naplativa na prvi poziv, a koja glasi na 5% od ukupne cene iz člana 3. i rokom važenja od 3 (tri) godine od dana primopredaje radova.	12.3. The Subcontractor shall be obliged, on the account of the guarantee for removal of deficiencies within the warranty period and on behalf of securing payment in case the Subcontractor – debtor does not execute fully and in good faith its contractual obligations for the duration of the warranty periods – to deliver to the Contractor – at the moment of handing over the works, 1 (one) signed and certified, blank bill of exchange, which shall read at 5 % of the total price from Article 3, and which is irrevocable, without the right to protest and payable at the first call.

12.4 Izvođač je ovlašćen da, u slučaju da Podizvođač ne postupi u skladu sa ovim članom podnese na naplatu menicu iz ovog člana.	12.4. The Contractor shall be entitled, if the Subcontractor fails to act in line with this Article, to submit the bill of exchange from this Article and to execute it.
12.5 Izvođač je obavezan da nerealizovanu menicu vrati Podizvođaču po pretanku njene važnosti.	12.5. The Contractor shall return the unrealized bill of exchange to the Subcontractor upon the termination of its validity.
VIŠA SILA	**FORCE MAJEURE**
Član 13.	Article 13
13.1 Dejstvo više sile se smatra za slučaj koji oslobađa od odgovornosti za izvršavanje svih ili nekih ugovorenih obaveza i za naknadu štete za delimično ili potpuno neizvršenje ugovorenih obaveza – onu ugovornu stranu kod koje je nastupio slučaj više sile, ili obe ugovorne strane kada je kod obe ugovorne strane nastupio slučaj više sile, a izvršenje obaveza koje je onemogućeno zbog dejstva više sile odlaže se za vreme njenog trajanja.	13.1. Force Majeure is considered to be a case that releases from liability for the performance of all or some contractual obligations and for compensation for damage for partial or complete non-fulfillment of the contractual obligations that contracting party with which a case of force majeure has occurred, or both parties where the case of force majeure has occurred with both parties, and the execution of obligations that is disabled due to Force Majeure shall be delayed for the duration thereof.
13.2 Konkretno, pod dejstvom više sile podrazumeva se: požar, poplava, zemljotres, ratno stanje, mobilizacija, neprijateljsko dejstvo, pobuna, štrajk (ne uključujući udara Podizvođača i/ili Izvođača), sabotaža, epidemije, saobraćaja ili elementarne nepogode, koje u potpunosti ili delimično onemogućavaju ili sprečavaju jednu od ugovornih strana ili obe ugovorne strane da izvršavaju svoje ugovorne obaveze, a ugovorna strana ili ugovorne strane to nisu mogle da predvide ili izbegnu.	13.2. In particular the following shall be implied the act of Force Majeure: fire, flood, earthquake, a state of war, mobilization, hostile action, riot, strike (without including strike of the Subcontractor and/or the Contractor), sabotage, epidemics, traffic or natural disaster, which completely or partially inhibit or prevent one of the contracting parties or both contracting parties to perform their contractual obligations, while the contracting party or the contracting parties could not foresee it or avoid it.
13.3 Ugovorna strana kojoj je izvršavanje ugovornih obaveza onemogućeno usled dejstva više sile je u obavezi da bez odlaganja, a najkasnije u roku od 24 časa, pisanim putem obavesti drugu ugovornu stranu o nastanku ovih okolnosti i njihovom procenjenom ili očekivanom trajanju, uz dostavljanje dokaza o postojanju više sile.	13.3. The contracting party that is disabled to perform the contractual obligations due to Force Majeure shall be obliged, without delay and not later than within 24 hours, to send written notice to the other party about the emergence of these circumstances and their estimated or expected duration, with the submission of evidence of the existence of Force Majeure.
13.4 Ugovorna strana kod koje je nastupio slučaj više sile, dužna je da preduzme sve potrebne	13.4. The contracting party that encounters the case of Force Majeure shall be obliged to take all

radnje radi otklanjanja posledica koje onemogućavaju izvršavanje njenih ugovornih obaveza, da obaveštava drugu ugovornu stranu koliko će trajati prepreke prouzrokovane višom silom u odnosu na izvršavanje ugovornih obaveza, kao i da drugu ugovornu stranu odmah obavesti o prestanku dejstva više sile. Ova odredba se na odgovarajući način primenjuje i kada je slučaj više sile nastupio kod obe ugovorne strane.	necessary measures to redress the consequences that hinder the performance of its contractual obligations, to notify the other party about how long the obstacles caused by Force Majeure in relation to the fulfillment of contractual obligations will last, as well as to inform the other contracting party immediately about the termination of Force Majeure. This provision shall also apply accordingly when the case of Force Majeure occurred for both contracting parties.
13.5 Za vreme trajanja više sile svaka ugovorna strana snosi svoje troškove.	13.5. For the duration of Force Majeure, each party shall bear its own costs.
13.6 Ako delovanje više sile spreči ugovorne strane da izvršavaju svoje obaveze ili deo svojih obaveza u periodu dužem od 30 (trideset) radnih dana, ugovorne strane će se sporazumeti o daljem postupanju u izvršavanju odredaba ovog ugovora i o tome će zaključiti aneks ovog Ugovora, ili sporazum o raskidu ovog Ugovora, ne isključujući pravo ugovornih strana da nakon proteka 45 (četrdesetpet) radnih dana od dana nastanka više sile jednostrano raskine Ugovor, dostavljanjem pisanog obaveštenja o raskidu. U slučaju raskida Ugovora po ovom osnovu nijedna od ugovornih strana ne stiče pravo na naknadu bilo kakve štete.	13.6. If the act of Force Majeure prevents the contracting parties to perform their obligations or a part of their obligations for a period longer than 30 (thirty) working days, the contracting parties shall agree about further action in execution of the provisions of this Agreement, and shall sign an Annex to this Agreement, or an agreement about the termination of this Agreement, without excluding the right of the contracting parties, to terminate the Agreement unilaterally, by giving written notice on termination after the expiry of 45 (forty-five) working days from the occurrence of Force Majeure. In case of termination of the Agreement on this ground, neither of the parties shall acquire the right to compensation for any damage.
13.7 Međusobno obaveštavanje ugovornih strana u slučaju nastupanja više sile, vrši se isključivo u pisanoj formi.	13.7. Mutual notification of the contracting parties in case of occurrence of Force Majeure shall be made only in writing.
13.8 U slučaju kada Izvođač od drugog Podizvođača pribavi deo radova koje je trebalo da izvrši Podizvođač, zato što je Podizvođač sprečen da izvrši usled dejstva više sile, tada će ukupan obim radova, kao i ukupna cena iz člana 3. Ugovora biti srazmerno umanjene, a Izvođač usled toga neće biti odgovoran Podizvođaču ni za kakve troškove i/ili štetu.	13.8. In the event where the Contractor procures from another Subcontractor a part of the works that were supposed to be executed by the Subcontractor, because the Subcontractor was prevented to execute it due to the act of Force Majeure, the total scope of works, and the total price under Article 3 shall be proportionally decreased, and the Contractor shall not be liable to the Subcontractor for any expenses and/or damage.

RASKID UGOVORA ZBOG NEISPUNJENJA OBAVEZA	TERMINATION OF THE AGREEMENT DUE TO FAILURE TO FULFILL THE OBLIGATIONS
Član 14.	Article 14
14.1 U slučaju da jedna ugovorna strana ne izvršava svoje ugovorne obaveze u celini ili delimično, ili ih ne izvršava na način i pod uslovima predviđenim ovim Ugovorom i važećim propisima, druga ugovorna strana može da raskine ovaj ugovor. Ugovorna strana koja je skrivila raskid odgovaraće po zakonskim odredbama o odgovornosti za neispunjenje obaveza.	14.1. If one contracting party fails to fulfil its contractual obligations in full or partially, or it does not fulfil them in the manner and under the terms stipulated by this Agreement and applicable regulations, the other contracting party may terminate this Agreement. The contracting party that is to blame for the termination shall be responsible by the legal provisions on responsibility for non-fulfillment of obligations.
14.2 Ugovorna strana koja namerava da raskine Ugovor se obavezuje da prethodno drugoj ugovornoj strani dostavi, u pisanoj formi, obaveštenje o razlozima za raskid Ugovora i da joj ostavi naknadni primereni za ispunjenje obaveza. Ukoliko druga ugovorna strana ne ispuni obavezu ni u naknadno ostavljenom primerenom roku - Ugovor se može raskinuti, dostavljanjem izjave o raskidu drugoj ugovornoj strani. Pod naknadnim primerenim rokom se smatra i rok koji protekne za vreme za koje se obračunava ugovorna kazna iz člana 10. Ugovora.	14.2. The contracting party that intends to terminate the Agreement undertakes to deliver to the other contracting party in advance and in writing a notice on the reasons for the termination of the Agreement and to leave it a subsequent appropriate period for the fulfillment of obligations. If the other contracting party fails to fulfil the obligation even in the subsequently given appropriate term - the Agreement may be terminated by delivering a statement on termination to the other contracting party. A subsequent appropriate period also means a period that elapses during which the liquidated damage from Article 10 of the Agreement is calculated.
14.3 U slučaju raskida Ugovora, ugovorne strane su obavezne da izmire međusobne obaveze nastale do dana isteka naknadnog roka, tako što će izvršiti presek stanja izvedenih radova i uloženih sredstava i utvrditi visinu i način izmirenja međusobnih obaveza. U slučaju da ugovorne strane u roku od 10 dana od jednostranog raskida ugovora ne mogu da sporazumno sačine presek stanja izvedenih radova i uloženih sredstava i utvrde visinu i način izmirenja međusobnih obaveza, tada će to učiniti komisija sudskih veštaka građevinske struke od tri člana, od kojih će po jednog izabrati svaka od ugovornih strana, a trećeg člana komisije će izabrati članovi komisije izabrani od ugovornih strana. Podizvođač se obavezuje da u slučaju raskida ugovora, opisanog u ovom stavu,	14.3. In case of termination of the Agreement, the contracting parties shall settle mutual liabilities occurring up to the date of expiry of the subsequent term, by making a cross-section of the state of the executed works and invested funds and define the amount and the manner of settlement of mutual liabilities. In case the parties to this Agreement cannot agree on preparation of an overview of works performed and materials used, as well as on determining the amount and manner of settlement of mutual obligations, within a period of 10 days upon unilateral termination of the contract, this will be performed by a panel of three court experts of the construction profession (one member will be selected by each contracting party, while the third will be selected by the other two members,

u roku od 10 dana od sačinjenog preseka stanja izvedenih radova i uloženih sredstava, oslobode gradilište od svih svojih lica i stvari.	already appointed by the parties). In case of termination of the contract described in this paragraph, the Subcontractor undertakes to clear the building site from all of its personnel and belongings, within 10 days from the day the overview of the work performed and materials used is prepared.
14.4 Ugovor se ne može raskinuti zbog neispunjenja neznatnog dela ugovorene obaveze.	14.4. The Agreement may not be terminated due to the non-fulfillment of an insignificant part of the contractual obligation.
14.5 Ugovorne strane su saglasne da – pojam „neispunjenja neznatnog dela ugovorene obaveze", u ovom ugovoru ima značenje – neispunjenja preostalog, manjeg dela ugovorene obaveze jedne ugovorne strane, ukoliko i bez ispunjenja tog dela ugovorene obaveze, druga ugovorna strana ostvaruje iz ovog ugovora onu korist koja u takvoj situaciji normalno sleduje i ako se usled neispunjenja tog dela ugovorene obaveze, u suštini ne osujećuje cilj ovog ugovora, odnosno izvršenje predmeta ovog ugovora.	14.5. The contracting parties agree that the phrase "non-fulfillment of an insignificant part of the contractual obligation" in this Agreement has the meaning of non-fulfillment of the remaining, minor part of the contractual obligation of one contracting party, if even without the fulfillment of that part of the contractual obligation the other contracting party has such benefit from this Agreement which in such a situation it is normally entitled to and if, as a result of non-fulfillment of that part of the contractual obligation, the purpose of this Agreement, i.e. the execution of the subject of this Agreement is not hampered.
14.6 Ukoliko dođe do raskida Ugovora i prekida radova, Izvođač i Podizvođač su dužni da preduzmu potrebne mere da se izvedeni radovi zaštite od propadanja. Troškove zaštite radova snosi ona ugovorna strana čijom krivicom je došlo do raskida Ugovora, odnosno do prekida radova.	14.6. In case of termination of the Agreement and cessation of the works, the Contractor and the Subcontractor shall be obliged to take the necessary measures to protect the executed works against decay. The costs of protection of works shall be borne by the contracting party by whose fault the termination, i.e. the interruption of the work occurred.
SPORAZUMNI RASKID UGOVORA	**TERMINATION OF THE AGREEMENT BY MUTUAL CONSENT**
Član 15.	Article 15
15.1 Ugovorne strane mogu sporazumno da raskinu Ugovor, a sporazumom o raskidu ugovora utvrđuju se međusobne obaveze, na čije se utvrđivanje shodno primenjuje član 14.	15.1. The contracting parties may terminate the Agreement by mutual consent, and the agreement on the termination of the Agreement shall define mutual obligations, to which definition Article 14 applies accordingly.
	RESOLUTION OF DISPUTES

REŠAVANJE SPOROVA Član 16. 16.1 Ugovorne strane će sve eventualne sporove koji nastanu iz, ili povodom Ugovora pokušati da reše mirnim putem, u roku od 15 dana od dana kada jedna strana obavesti drugu o spornom pitanju. 16.2 Ukoliko spor ne bude rešen u skladu sa prethodnim stavom nastali sporo rešavaće Privredni sud u Beogradu. 16.3 Na ovaj ugovor, kao i eventualne sporne odnose koji proizađu iz njega primenjuje se materijalno pravo Republike Srbije. 16.4 Rešavanje spornog pitanja ne može uticati na obavezu ugovornih strana da izvršavaju svoje obaveze iz Ugovora, dok je Ugovor na snazi.	Article 16 16.1. The contracting parties shall try to solve any of the disputes arising from or in connection with this Agreement in an amicable way, within 15 days from the date when one contracting party notified the other about the disputable issue. 16.2. If the dispute cannot be solved in line with the previous paragraph, the dispute shall be submitted for solving to the Commercial Court in Belgrade. 16.3. The laws of the Republic of Serbia shall be applied to this Agreement, as well as to the potential disputes arising from this Agreement. 16.4. Solving of the disputable issue may not influence the obligation of the contracting parties to fulfil their obligations under the Agreement as long as the Agreement is in force.
ODNOSI I PITANJA KOJA NISU UREĐENA OVIM UGOVOROM Član 17. 17.1 Ugovorne strane su saglasne da se na sve odnose i pitanja koja nisu regulisana odredbama ovog ugovora, primenjuju važeći propisi a posebno odredbe Zakona o obligacionim odnosima, Zakona o planiranju i izgradnji i drugih važećih zakona i podzakonskih propisa koji regulišu i u vezi su sa radovima koji su predmet ovog Ugovora.	**RELATIONS AND ISSUES NOT REGULATED BY THIS AGREEMENT** Article 17 17.1. The contracting parties agree that all relations and issues that are not regulated with the provisions of this Agreement shall be governed by applicable regulations and especially by the provisions of the Law of Contracts and Torts, the Law on Planning and Construction, and other applicable laws and by-laws that regulate and are related to the works that are subject of this Agreement.
DOSTAVLJANJE OBAVEŠTENJA I OBAVEŠTAVANJE O PROMENAMA Član 18. 18.1 Od dana zaključenja ovog Ugovora sva obaveštenja, zahtevi i druga prepiska u vezi sa ovim Ugovorom se uručuju u pisanoj formi -	**DELIVERY OF NOTICES AND NOTIFICATION ABOUT CHANGES** Article 18 18.1. From the date of the signing of this Agreement, all notices, requests and other correspondence related to this Agreement shall be delivered in writing - by mail to the addresses

pismom na adrese ugovornih strana, ili elektronskom porukom na elektronske adrese, navedene u stavu 3. ovog člana.	of the contracting parties, or by electronic mail to the e-addresses stated in paragraph 3 of this Article.
18.2 Ako jedna od ugovornih strana ne obavesti drugu ugovornu stranu o promeni adrese ili elektronske adrese, a ukoliko je bilo koja prepiska u vezi sa ovim Ugovorom upućena na nepromenjenu - naznačenu adresu, ili na elektronsku adresu - smatraće se da je dostava uredno izvršena.	18.2. If one contracting party does not notify the other contracting party about the change of the address or the electronic address, and if any correspondence related to this Agreement is sent to the unchanged - indicated address, or to the electronic address, it shall be deemed that the delivery has been properly carried out.
18.3 Ugovorne strane su dužne da jedna drugu obaveštavaju o svakoj i o svim promenama koje mogu biti važne za realizaciju Ugovora. Sva obaveštenja jedne ugovorne strane data drugoj ugovornoj strani, a koja su u vezi sa ovim Ugovorom, od dana zaključenja ovog Ugovora biće dostavljana u pisanoj formi - pismom ili putem elektronske pošte, na adrese koje su navedene u tekstu koji sledi:	18.3. The contracting parties are obliged to inform each other about any change that may be important for the implementation of the Agreement. As of the date of the signing of this Agreement, all notifications by one contracting party given to the other contracting party that relate to this Agreement, shall be delivered in writing - by mail or by electronic mail, to the addresses indicated in the text below:
a) Adresa Izvođača CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD-NOVI BEOGRAD Ul. Omladinskih brigada br. 21 11000 Beograd, Republika Srbija e-mail: public@cric.rs	a) Address of the Contractor CHINA RAILWAY INTERNATIONAL CO. LTD OGRANAK BEOGRAD-NOVI BEOGRAD Ul. Omladinskih brigada br. 21 11000 Belgrade, Republic of Serbia e-mail: public@cric.rs
Adresa Stručnog Nadzora: Konzorcijum: Project Biro Utiber doo – Utiber Kozuti Beruhazo KFT- Vikoti Mernok Iroda KFT- EGIS doo Beograd - AG Institut doo - Slaviša Ilić PR SDC Professional Kamp Izvođača radova u Ranžirnoj stanici Novi Sad, 21000 Novi Sad e-mail: sektor3@utiber.rs	Adresa Stručnog Nadzora: Joint Venture: Project Biro Utiber doo – Utiber Kozuti Beruhazo KFT- Vikoti Mernok Iroda KFT- EGIS doo Beograd - AG Institut doo - Slaviša Ilić PR SDC Professional Contractor's base camp in Novi Sad Marshalling Yard, 21000 Novi Sad e-mail: sektor3@utiber.rs
b) Adresa Podizvođača: GP Graditelj NS doo Novi Sad, Ul. Rumenački put br.2 21000 Novi Sad e-mail:office@graditelj-ns.co.rs	b) Address of the Subcontractor: GP Graditelj NS doo Novi Sad, Ul. Rumenački put br.2 21000 Novi Sad e-mail:office@graditelj-ns.co.rs
Ovlašćena lica Podizvođača:	Authorized persons of the Subcontractor:

Kalaba Ljupko	Kalaba Ljupko
IZMENE I DOPUNE UGOVORA	**AMENDMENTS TO THE AGREEMENT**
Član 19.	Article 19
19.1 Ovaj Ugovor se može izmeniti i/ili dopuniti samo pisanim aneksom, potpisanim od strane ovlašćenih zastupnika ugovornih strana, odnosno sve izmene i/ili dopune ovog Ugovora i svi usmeni nalozi i dogovori ugovornih strana moraju biti sadržani u aneksu Ugovora, inače ne proizvode pravno dejstvo.	19.1. This Agreement may be amended and/or supplemented only by a written annex, signed by authorized representatives of the contracting parties, i.e. all amendments and/or supplements to this Agreement and all oral orders and agreements between the contracting parties must be contained in the annex to the Agreement, otherwise they shall not produce legal effect.
NIŠTAVOST ODREDABA UGOVORA	**SEVERABILITY OF THE PROVISIONS OF THE AGREEMENT**
Član 20.	Article 20
20.1 Kad god je to moguće, svaka odredba ovog ugovora će se tumačiti tako da ostane na snazi prema važećim propisima.	20.1. Whenever possible, each provision of this Agreement shall be construed so as to remain in force under the applicable regulations.
20.2 Ako je neka odredba ovog ugovora ništava po važećim propisima, takva odredba će biti nevažeća samo u meri te ništavosti, a preostale odredbe ovog ugovora ostaju na snazi.	20.2. If any provision of this agreement is null and void under the current regulations, such provision shall be invalid only to the extent of that nullity, and the remaining provisions of this Agreement shall remain in force.
20.3 U slučaju ništavosti, ugovorne strane će voditi pregovore u dobroj veri kako bi izmenile i dopunile ovaj ugovor u meri neophodnoj da se sprovede njegova svrha i cilj.	20.3. In the event of invalidity, the contracting parties shall negotiate in good faith to make changes or amendments of this Agreement to the extent necessary to carry out its intent and goal.
ZAVRŠNE ODREDBE	**FINAL PROVISIONS**
Član 21.	Article 21
21.1 Ovaj Ugovor se smatra zaključenim na dan kada su ga potpisali ovlašćeni zastupnici obe ugovorne strane, a ako ga ovlašćeni zastupnici nisu potpisali na isti dan, Ugovor se smatra	21.1. This Agreement shall be deemed signed on the day it was signed by the authorized representatives of both parties, and if the authorized representatives did not sign it on the same day, the contract shall be considered signed on the date of the second signature in chronological order.

zaključenim na dan drugog potpisa po vremenskom redosledu.

21.2 Ovaj Ugovor stupa na snagu danom potpisivanja

21.3 Ovaj Ugovor je potpisan na srpskom i engleskom jeziku. U slučaju neusaglašenosti srpske i engleske verzije, engleska verzija će preovladati.

21.4 Ugovor je sačinjen u 4 (četiri) istovetna primerka sa jednakom dokaznom snagom, od kojih po 2 (dva) primerka za svaku ugovornu stranu.

21.5 Ugovorne strane saglasno izjavljuju da su Ugovor pročitale, razumele i da ugovorne odredbe u svemu predstavljaju izraz njihove stvarne volje.

Prilozi Ugovora:

- Prilog br. 1 – Tehnička dokumentacija
- Prilog br. 2 – Ponuda
- Prilog br. 3 - Dinamički plan

Za i u ime PODIZVOĐAČA

Ljupko Kalaba, direktor

Za i u ime IZVOĐAČA

Xin Zhou, zastupnik ogranka stranog pravnog lica

21.2. This Agreement shall enter into force on the day of signing.

21.3. This Agreement is signed in Serbian and English language. In case of inconsistencies between the Serbian and English version, the English version will prevail.

21.4. The Agreement is made in 4 (four) identical copies with equal evidence effect, 2 (two) for each party.

21.5. The contracting parties jointly declare that they have read the Agreement, understood it and that the contractual provisions fully express their true will.

Subject of the Agreement:

- Attachment No. 1 – Technical documentation
- Attachment No. 2 – Bid
- Attachment No. 3 - Time Schedule

For and on behalf of THE SUBCONTRACTOR

Ljupko Kalaba, director

For and on behalf of THE CONTRACTOR

Xin Zhou, representative of a branch of a foreign legal entity